

SUMMONS ISSUED

CV - 11 4935

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ANGELA PHILLIPS

Plaintiff,

-against-

FASLO SOLUTIONS LLC

Defendant.

CLASS ACTION COMPLAINT

Introduction

1. Plaintiff seeks redress for the illegal practices of Faslo Solutions LLC concerning the collection of debts, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA").

Parties

2. Plaintiff is a citizen of the State of New York who resides within the State of New York.
3. Plaintiff is a "consumer" as that term is defined by Section 1692(a)(3) of the FDCPA, in that the alleged debt that defendant sought to collect from plaintiff a consumer debt, purportedly owed to OneWest Bank Group LLC .
4. Defendant's principal place of business is located in Westlake, Texas.
5. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.
6. Defendant is a "debt collector" as that term is defined by the FDCPA, 15 U.S.C. § 1692(a)(6).

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ OCT 11 2011 ★
LONG ISLAND OFFICE

VITALIANO, J.
POLLAK, M

Jurisdiction and Venue

7. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the acts and transactions that give rise to this action occurred, in substantial part, in this district.
9. On information and belief, on a date better known by defendant, defendant began attempting to collect an alleged consumer debt from the plaintiff.
10. On or about October 19, 2010 defendant sent the plaintiff a collection letter seeking to collect a balance allegedly incurred for personal purposes.
11. Said letter states in part: "Because you have failed to pay the past due amount, and pursuant to the terms and conditions set forth in your Mortgage Note, OneWest Bank Group LLC is requiring that you immediately pay the full amount of the unpaid principal owing under the note. This amount is indicated above as the "Current Balance."
12. Said language contradicts the plaintiff's right to dispute the debt within 30 days or seek verification thereof.
13. Said language is confusing as the least sophisticated consumer could believe that the amount set forth in the letter is the principal balance but is silent about the amount of accrued interest.
14. The defendant is obligated to set forth the entire amount owed as of the date of the letter.
15. It is unclear whether the amount set forth is the total amount owed.

16. In the alternative, the amount owed is clear as being the principal balance without the interest.
17. Consequently, the defendant has not set forth the entire amount owed.
18. The said letter is in violation of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692g and 1692e(10).

AS AND FOR A FIRST CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act brought by plaintiff on behalf of herself and the members of a class, as against the defendant.

19. Plaintiff restates, realleges, and incorporates herein by reference, paragraphs 1-18 as if set forth fully in this Cause of Action.
20. This cause of action is brought on behalf of plaintiff and the members of a class.
21. The Class consists of consumers who received the same form letter, as did the plaintiff.
22. The Class consists of all persons whom Defendant's records reflect resided in the State of New York and who were sent a collection letter (a) bearing the defendant's letterhead in substantially the same form as the letter sent to the plaintiffs on or about October 19, 2010 sent within one year prior to the date of the within complaint; (b) the collection letter was sent to a consumer seeking payment of a consumer debt purportedly owed to OneWest Bank Group LLC; and (c) the collection letter was not returned by the postal service as undelivered (d) and that the letter contained violations of 15 U.S.C. §§ 1692g and 1692e(10).
23. Pursuant to Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:

- (A) Based on the fact that the collection letters that are at the heart of this litigation are mass-mailed form letters, the class is so numerous that joinder of all members is impracticable.
- (B) There are questions of law and fact common to the class and these questions predominate over any questions affecting only individual class members. The principal question presented by this claim is whether the Defendant violated the FDCPA using collection letters and language therein which violate the FDCPA.
- (C) The only individual issue is the identification of the consumers who received the letters, (*i.e.* the class members), a matter capable of ministerial determination from the records of Defendant.
- (D) The claims of the plaintiff are typical of those of the class members. All are based on the same facts and legal theories.
- (E) The plaintiff will fairly and adequately represent the class members' interests. The plaintiff has retained counsel experienced in bringing class actions and collection-abuse claims. The plaintiffs' interests are consistent with those of the members of the class.
24. The plaintiff will fairly and adequately represent the class members' interests. The plaintiff has retained counsel experienced in bringing class actions and collection-abuse claims. The plaintiff's interests are consistent with those of the members of the class.
25. A class action is superior for the fair and efficient adjudication of the class members' claims. Congress specifically envisions class actions as a principal means of enforcing the FDCPA. 15 U.S.C. 1692(k). The members of the class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class

action. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

26. If the facts are discovered to be appropriate, the plaintiff will seek to certify a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure.

27. Collection letters, such as those sent by the defendant are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

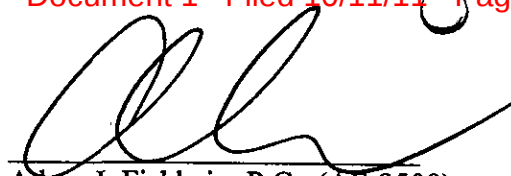
28. Defendant violated the FDCPA as set forth above.

29. As a result of the above violations of the FDCPA, defendant is liable to the plaintiff for the sum of plaintiff's statutory damages to be determined at trial, plus costs and attorney's fees.

WHEREFORE, plaintiff respectfully prays that judgment be entered against defendant in the amount of:

- (a) Statutory damages pursuant to 15 U.S.C. § 1692k in an amount to be determined at the time of trial.
- (b) Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k.
- (c) For such other and further relief as may be just and proper.

Dated: Cedarhurst, New York
October 6, 2011



Adam J. Fishbein, P.C. (AF-9508)

Attorney At Law

Attorney for the Plaintiff

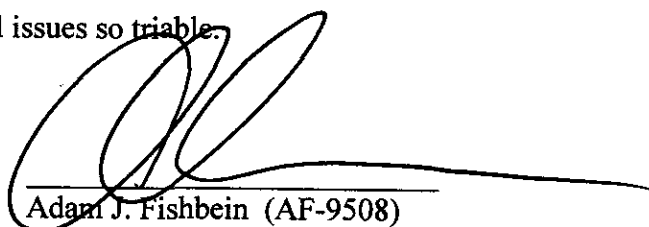
483 Chestnut Street

Cedarhurst, New York 11516

Telephone (516) 791-4400

Facsimile (516) 791-4411

Plaintiff requests trial by jury on all issues so triable.



Adam J. Fishbein (AF-9508)

October 19, 2010

Dear ANGELA PHILLIPS.

Please be advised that Faslo Solutions LLC represents OneWest Bank Group LLC. Our records indicate that your account is seriously past due. Because you have failed to pay the past due amount, and pursuant to the terms and conditions set forth in your Mortgage Note, OneWest Bank Group LLC is requiring that you immediately pay the full amount of the unpaid principal owing under the Note. This amount is indicated above as the "Current Balance". We realize not paying this account may have been an oversight and not an intentional disregard of an obligation.

To discuss this matter further, please contact us at 1-866-814-3112. Our office hours are Monday through Thursday 8:00 a.m. to 11:00 p.m.; Friday 8:00 a.m. to 5:00 p.m. Eastern Standard Time.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF IMPORTANT RIGHTS

The statutes pertaining to debt collection practices give you 30 days after you receive this letter to dispute the validity of the debt stated above or any part of it. If you do not dispute the debt or any part of it within 30 days of receiving this letter, Faslo Solutions LLC will assume that the debt is valid. If you do dispute the debt or any part of it, you may inform Faslo Solutions in writing that you dispute the debt. If that occurs, Faslo Solutions LLC will, as required by law, obtain and mail to you proof of the debt. Further, if you request in writing the name and address of the original creditor within the same 30 day period, if the original creditor is different from the current creditor, Faslo Solutions LLC will furnish you with that information as well.

The law does not require the creditor to wait until the end of the 30 day period before exercising against you its rights under the note or agreement. If, however, you request proof of the debt or the name and address of the original creditor within the 30 day period that begins with your receipt of this letter, the law requires Faslo Solutions LLC to suspend any efforts to collect the debt until the requested information is mailed to you.

See Back of Page for Important Information

..... PLEASE DETACH AND MAIL THE BOTTOM PORTION WITH YOUR PAYMENT

DEPT. 288
PO BOX 4115
CONCORD CA 94524

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52

ADDRESS SERVICE REQUESTED

#BWNFTZF #FAS5251959410105#



ANGELA PHILLIPS
563 RUTLAND RD
BROOKLYN NY 11203-1703

October 19, 2010

Client Name: OneWest Bank Group LLC
Client Account: [REDACTED]
Faslo Account #: [REDACTED]
Current Balance: \$29,254.78

PLEASE SEND PAYMENTS AND CORRESPONDENCE TO:

Faslo Solutions LLC
PO BOX 202166
DALLAS, TX 75320-0001

THIS COLLECTION AGENCY IS LICENSED BY THE CITY OF NEW YORK, LICENSE NUMBER 1302106.